

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
C. HANS FIGI,

Plaintiff,

-against-

ROSS INSTITUTE FOR ADVANCED STUDY AND
INNOVATION IN EDUCATION, THE ROSS SCHOOL
and COURTNEY SALE ROSS,

Defendants.
-----X

Case No. 12-CV-5757 (AKH)

**ANSWER TO AMENDED
COMPLAINT**

Defendants, Ross Institute, d/b/a Ross School, improperly sued herein as "Ross Institute for Advanced Study and Innovation in Education, The Ross School", and Courtney Sale Ross, by their attorneys, Moritt Hock & Hamroff LLP, as and for their Answer to the Amended Complaint of the Plaintiff, C. Hans Figi, hereby allege as follows:

INTRODUCTION

1. Defendants neither admit nor deny the allegations contained in Paragraph "1" of the Amended Complaint, as the allegations of the Amended Complaint speak for themselves.

JURISDICTION & VENUE

2. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "2" of the Amended Complaint, but Defendants do not dispute that this Court has subject matter jurisdiction in this case.

3. Defendants deny the allegations set forth in Paragraph "3" of the Amended Complaint, except admit that venue is proper in the Southern District of New York.

THE PARTIES

4. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "4" of the Amended Complaint.

5. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "5" of the Amended Complaint.

6. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "6" of the Amended Complaint.

7. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "7" of the Amended Complaint.

8. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "8" of the Amended Complaint.

9. Defendants deny the allegations set forth in Paragraph "9" of the Amended Complaint.

10. Defendants deny the allegations set forth in Paragraph "10" of the Amended Complaint.

11. Defendants deny the allegations set forth in Paragraph "11" of the Amended Complaint.

12. Defendants deny the allegations set forth in Paragraph "12" of the Amended Complaint, except admit that Ross Institute, d/b/a Ross School ("Ross School") is chartered by the New York State Board of Regents and operates a private, independent coeducational school located at 18 Goodfriend Drive, East Hampton, NY 11937.

13. Defendants admit the truth of the allegations set forth in Paragraph "13" of the Amended Complaint.

14. Defendants deny the allegations set forth in Paragraph "14" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

15. Defendants deny the allegations set forth in Paragraph "15" of the Amended Complaint, except admit that Defendant Ross School entered into an Employment Agreement with Plaintiff and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

16. Defendants deny having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "16" of the Amended Complaint, as it is unclear what Plaintiff means by "initially signed", but admit that Mrs. Ross signed the Employment Agreement on behalf of Ross School.

17. Defendants deny the allegations set forth in Paragraph "17" of the Amended Complaint, except admit that Mrs. Ross signed an amendment on behalf of the Ross School and respectfully refer the Court to the amendment to the Employment Agreement for the terms thereof.

18. Defendants deny the allegations set forth in Paragraph "18" of the Amended Complaint, as the Employment Agreement annexed to the Amended Complaint is incomplete.

19. Defendants deny the allegations set forth in Paragraph "19" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

20. Defendants deny the allegations set forth in Paragraph "20" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

21. Defendants deny the allegations set forth in Paragraph "21" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

22. Defendants deny the allegations set forth in Paragraph "22" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

23. Defendants deny the allegations set forth in Paragraph "23" of the Amended Complaint.

24. Defendants deny the allegations set forth in Paragraph "24" of the Amended Complaint.

25. Defendants deny the allegations set forth in Paragraph "25" of the Amended Complaint.

26. Defendants deny the allegations set forth in Paragraph "26" of the Amended Complaint.

27. Defendants deny the allegations set forth in Paragraph "27" of the Amended Complaint.

28. Defendants deny the allegations set forth in Paragraph "28" of the Amended Complaint.

29. Defendants deny the allegations set forth in Paragraph "29" of the Amended Complaint.

30. Defendants deny the allegations set forth in Paragraph "30" of the Amended Complaint, and respectfully refer the Court to the subject termination notice for the terms thereof.

31. Defendants deny the allegations set forth in Paragraph "31" of the Amended Complaint, and respectfully refer the Court to the subject termination notice for the terms thereof.

32. Defendants deny the allegations set forth in Paragraph "32" of the Amended Complaint.

33. Defendants deny the allegations set forth in Paragraph "33" of the Amended Complaint.

34. Defendants deny the allegations set forth in Paragraph "34" of the Amended Complaint.

35. Defendants deny the allegations set forth in Paragraph "35" of the Amended Complaint.

36. Defendants deny the allegations set forth in Paragraph "36" of the Amended Complaint.

PLAINTIFF'S FIRST CAUSE OF ACTION

37. Defendants repeat, reiterate and reallege each and every allegation contained in Paragraphs "1" through "36" of the Answer as if the same were fully set forth herein.

38. No response is required to Paragraph "38" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

39. No response is required to Paragraph "39" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations, except Defendants admit that Plaintiff was an employee of Ross School.

40. No response is required to Paragraph "40" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations, except Defendants admit that Plaintiff was an employee of Ross School.

41. Defendants deny the allegations set forth in Paragraph "41" of the Amended Complaint.

42. Defendants deny the allegations set forth in Paragraph "42" of the Amended Complaint.

43. No response is required to Paragraph "43" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

44. No response is required to Paragraph "44" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

45. No response is required to Paragraph "45" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

46. No response is required to Paragraph "46" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

47. No response is required to Paragraph "47" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

48. No response is required to Paragraph "48" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

49. No response is required to Paragraph "49" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

50. No response is required to Paragraph "50" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

51. No response is required to Paragraph "51" of the Amended Complaint, as said paragraph contains legal argument and not factual allegations.

52. Defendants deny the allegations set forth in Paragraph "52" of the Amended Complaint.

PLAINTIFF'S SECOND CAUSE OF ACTION

53. Defendants repeat, reiterate and reallege each and every allegation contained in Paragraphs "1" through 52" of the Answer as if the same were fully set forth herein.

54. Defendants deny the allegations set forth in Paragraph "54" of the Amended Complaint.

55. Defendants deny the allegations set forth in Paragraph "55" of the Amended Complaint, and respectfully refer the Court to the subject Employment Agreement for the terms thereof.

56. Defendants deny the allegations set forth in Paragraph "56" of the Amended Complaint.

57. Defendants deny the allegations set forth in Paragraph "57" of the Amended Complaint.

58. Defendants deny the allegations set forth in Paragraph "58" of the Amended Complaint.

59. Defendants deny the allegations set forth in Paragraph "59" of the Amended Complaint.

60. Defendants deny the allegations set forth in Paragraph "60" of the Amended Complaint.

61. Defendants deny the allegations set forth in Paragraph "61" of the Amended Complaint.

62. Defendants deny the allegations set forth in Paragraph "62" of the Amended Complaint.

63. Defendants deny the allegations set forth in Paragraph "63" of the Amended Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

64. The Amended Complaint fails to state a claim under the New York Labor Law.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

65. The Amended Complaint fails to state a claim against Defendant Courtney Sale Ross.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

66. Defendant Courtney Sale Ross is not a party to the Employment Agreement.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

67. Plaintiff's termination by Ross School was for cause.

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WHEREFORE, Defendants respectfully request dismissal of the Amended Complaint herein, together with costs and disbursements of this action and such other and further relief as this Court may deem just and proper.

Dated: Garden City, New York
January 7, 2013

MORITT HOCK & HAMROFF LLP
Attorneys for Defendants

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